



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

Subagent: A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

If you are viewing a property and you have not signed a Brokerage Agreement, that agent represents the seller

Agents Who Represent the Buyer

Buyer's Agent: A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

If either party does not agree to dual agency, the real estate company must withdraw the brokerage agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the brokerage agreement is terminated, the buyer may choose to enter into a written buyer brokerage agreement with a different broker/company. Alternatively, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.

>You have the responsibility to protect your own interests. **You should carefully read all agreements** to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the ☐ Sellers/Landlord ☒ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that **Hagan Realty** (firm name) and **Denise Parsons** (salesperson) are working as:

(You may check more than one box but not more than two)

- ☒ seller/landlord's agent
☐ subagent of the Seller
☐ buyer's/tenant's agent

Signature (Date) Signature (Date)

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement

Name of Individual to whom disclosure made Name of Individual to whom disclosure made

Agent's Signature (Date)



NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW

ADDENDUM dated June 1, 2025 to the Contract of Sale
between Buyer _____
and Seller Ralph B Lydick, Jo Dale Lydick for Property
known as 1392 Wakefield Valley Rd, New Windsor, Md 21776.

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER**:

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the required permits were obtained for any improvements made to the property;
 - (x) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

OR

(B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.



At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent.

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

_____ Buyer's Signature	_____ Date	 _____ Seller's Signature Ralph B Lydick	06/02/2025 _____ Date
_____ Buyer's Signature	_____ Date	 _____ Seller's Signature Jo Dale Lydick	06/02/2025 _____ Date
_____ Agent's Signature	_____ Date	 _____ Agent's Signature Denise Parsons	06/01/2025 _____ Date

CARROLL COUNTY NOTICES AND DISCLOSURES ADDENDUM

(for use with the Maryland REALTORS® Contract of Sale)

The Residential Contract of Sale between Ralph B Lydick, Jo Dale Lydick (Seller) and _____ (Buyer) dated _____ for the sale of property known as 1392 Wakefield Valley Rd, New Windsor, Md 21776 (the Property) located in Carroll County, Maryland, is hereby amended by addition of the following which is incorporated in and made a part of the Contract of Sale. In the event any of the following provisions are inconsistent with other provisions in the Contract of Sale, the terms and conditions of this Addendum shall supersede such other provisions and shall control.

NOTICE

INFORMATION ABOUT THIS PROPERTY (INCLUDING IMPACT FEES ON NEW CONSTRUCTION, SUBDIVISION DETAILS, HIGHWAYS, ROADS, BY-PASSES, TEMPORARY CUL-DE-SACS & ROAD EXTENSIONS, OFF-CONVEYANCE DETAILS SUCH AS INTENDED USE, INSTALLATION OF FUTURE UTILITIES AND/OR UTILITY LINES, RENTAL PERMITS, BUILDING PERMITS AND PROPERTY ACCESS IS AVAILABLE IN THE CARROLL COUNTY PLANNING AND DEVELOPMENT DEPARTMENT. FUTURE USES, PAST USES AND ORDINANCES AFFECTING PROPERTY USES ARE INCLUDED IN THE:

- RECORD PLAT
- CARROLL COUNTY MASTER PLAN
- CARROLL COUNTY ZONING ORDINANCE
- CARROLL COUNTY CITIES/TOWNS ORDINANCES: VISIT [HTTPS://CARROLLCOUNTYMD.GOV/RESIDENTS/CARROLL-COUNTY-MUNICIPAL-CITIES-TOWNS/](https://carrollcountymd.gov/residents/carroll-county-municipal-cities-towns/) FOR LINKS TO MUNICIPALITIES.

COMMUNITY PLANNERS ARE FAMILIAR WITH THE COMMUNITIES TO WHICH THEY ARE ASSIGNED AND CAN ANSWER YOUR QUESTIONS.

CARROLL COUNTY PLANNING DEPARTMENT- 410-386-5145
BUREAU OF DEVELOPMENT REVIEW - 410-386-2722
225 N. CENTER STREET, WESTMINSTER, MD 21157

1. RIGHT TO FARM DISCLOSURE STATEMENT (CARROLL COUNTY ORDINANCE CHAPTER 160, THE CARROLL COUNTY RIGHT TO FARM ORDINANCE).

SELLER'S STATEMENT: THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. **THIS INFORMATION IS A DISCLOSURE AND IS NOT A CONTRACT.** Parties are advised to contact the County for the most recent version of the County's Right to Farm Notice and Real Estate Transfer Disclosure Statement. CARROLL COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Carroll County Right to Farm Ordinance §160.02) IN ALL ZONING DISTRICTS WITHIN THE COUNTY. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments and pesticides. Carroll County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Carroll County has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any questions concerning this policy or the Carroll County Agricultural Reconciliation Committee, please contact the Carroll County Land Use, Planning and Development Department, or its successor agency for additional information.

IF YOU DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.

2. COUNTY COMPREHENSIVE MINERAL RESOURCE PLAN: Carroll County has adopted a Comprehensive Mineral Resource Plan. This Plan identifies and ensures that certain areas will be protected for potential current and future economic development of these mineral resources. Buyer may review the Carroll County zoning maps to determine the impact said Mineral Resource Overlay Zone may have on their immediate and future property value and/or the present and future use and enjoyment of the Property. For more information Buyer should contact the Carroll County Bureau of Comprehensive Planning and/or Bureau of Development Review.

3. AIRPORT EXPANSION, HELIPORTS & LANDING PATHS: Buyer is hereby advised that there may be existing or plans for future airports, heliports and landing paths near the Property. For information Buyer should inquire with all appropriate County, State and or Federal authorities.

4. DEFERRED WATER AND SEWER: Some properties in Carroll County may be subject to past, current or future water deferred public water and sewer charges, required connections, and other related charges. For more information Buyer should contact the Carroll County Bureau of Utilities or the town in which the Property is located.

5. INTERNET CONNECTIVITY: Buyer is hereby advised that the above described Property may or may not have available internet access. Buyer may learn about existing or proposed internet access by contacting the Carroll County Department of Technology Services

INTERNET CONNECTIVITY (Continued): 410-386-2053 or visit <https://www.carrollcountymd.gov/residents/carroll-county-residential-broadband/current-internet-service-providers-in-carroll-county/> for a list of current internet providers.

6. EXISTING & PROPOSED LANDFILL SITES: Buyer is hereby advised that the above described Property may be near an existing, proposed or closed landfill. Buyer may learn about existing, proposed or closed landfills by contacting the Carroll County Health Department.

7. USE-IN-COMMON ROADWAY/DRIVEWAYS AND MAINTENANCE AGREEMENTS: Buyer understands that a Property may be located on a private, use-in-common roadway/driveway. The County has no responsibility with regard to the right to use and maintenance of these roadways/driveways. Therefore, the right to use and the requirements and costs for maintenance should be determined by the Buyer. This information is available through the Public Land Records.

8. HISTORIC DESIGNATIONS: Buyer is hereby advised that if the Property is a designated historic site or is located within a historic district, Buyer acknowledges that, as such, the Property is subject to guidelines and regulations which may limit the extent to which the exterior features of the Property may be modified or altered. Buyer should contact the County Administrative Hearing Office and/or the local town government where the Property is located for further information. If the Property is listed on the national register, Buyer may contact the Maryland Historical Trust at (410) 697-9591 for more information.

9. NOTICE ON ZONES OF DEWATERING INFLUENCE: The property may be located in a "Zone of Dewatering Influence." Such a zone is defined under Maryland law as the area surrounding a surface pit mine in "karst" terrain (limestone and carbonate rock containing closed depressions, sinkholes, caverns, cavities, and underground channels), where groundwater has been depleted through pumping activities in the subject mine. Dewatering of karst terrain may result in gradual caving in or sinking of the surface of the land. Dewatering may also result in declining ground water levels, which may affect the yield of wells on a property. The Maryland Department of the Environment (MDE) is required to provide on its website for use by the public a searchable map of established zones of dewatering influence. The MDE website can be accessed at <http://www.mde.maryland.gov>.

A PURCHASER OF REAL PROPERTY LOCATED IN BALTIMORE COUNTY, CARROLL COUNTY, FREDERICK COUNTY, OR WASHINGTON COUNTY IS ADVISED TO CONTACT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT TO DETERMINE WHETHER THE REAL PROPERTY FOR PURCHASE IS LOCATED WITHIN A ZONE OF DEWATERING INFLUENCE. MARYLAND LAW PROVIDES CERTAIN REMEDIES FOR PROPERTY IMPACTED BY DEWATERING.

General Information

All public information pertinent to the Property but not limited to the items described above may be obtained from the Carroll County Office of Public Information and Communications Services at (410) 386-2400.

BUYER HEREBY ACKNOWLEDGES THEY ARE NOT RELYING ON THE DISCLOSURES OR LACK OF DISCLOSURES ON THESE ISSUES BY SELLER OR THE REAL ESTATE AGENT(S) OR BROKER(S) INVOLVED IN THIS SALES TRANSACTION.

BUYER AND SELLER HEREBY ACKNOWLEDGE RECEIPT OF THIS CARROLL COUNTY GENERAL NOTICES AND DISCLOSURES ADDENDUM.

Buyers Signature

Date

Buyers Signature

Date

 *Ralph B Lydick*

06/02/2025

Sellers Signature

Date

 *Ralph B Lydick*
Jo Dale Lydick

06/02/2025

Sellers Signature

Date

Jo Dale Lydick

This form is the property of the Carroll County REALTORS®, Inc. and is for use by REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form, without the prior express written consent of the Carroll County REALTORS®, Inc. The Carroll County REALTORS®, Inc. including its members and employees, assumes no responsibility if this form fails to protect the interest of any party. Each party should seek its own legal, tax, and financial or other advice.